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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

KOLAR DISTRICT.

Abstract Notification dated 28th July 1939.

The attention of the public is invited to the detailed notification regarding the sale of fuel coupes in the several State Forests of the Kolar District, published on pages 1487 and 1488, Part VI of the Mysore Gazette, dated the 3rd August 1939.

B. P. RAMAKRISHNAN,
District Forest Officer.

TUMKUR DISTRICT.

Notification dated 1st August 1939.

It is hereby notified for general information that the right of cutting and removal of fuel and charcoal for the year 1939-40 in coupe No. 5 of 1939-40, Honnamachanahalli Palace Kaval, 83 acres in area, in Kugal Range, will be sold by public auction by the District Forest Officer, Tumkur District, on 31st August 1939 at Huliyurdurga Range Forest Office, at 2 P.M.

Other conditions are the same as those relating to fuel coupes in State Forests.

Notification dated 1st August 1939.

It is hereby notified for general information that the right to cut and remove thangad and kakke barks in Palace Honnamachanahalli Kaval for the year 1939-41 will be sold by public auction by the District Forest Officer, Tumkur District, on 31st August 1939 at Huliyurdurga Range Office, at 2 P.M.

Other conditions are the same as those relating to the sale of thangadi and kakke barks in Government Forests.

P. A. MOHAN RAM,
District Forest Officer.

MYSORE DISTRICT.

Abstract Notification dated 18th July 1939.

The attention of the public is invited to the detailed notification dated 18th July 1939 calling for tenders for the supply of Firewood to Sandalwood Oil Factory, Silk Factories and Palace Gajasala, Mysore, on or before the 11th August 1939, published on pages 1442-1444, Part VI of *Mysore Gazette*, dated 27th July 1939.

Erratum Notification dated 28th July 1939.

It is hereby notified for general information that tenders for the supply of junglewood fuel to the Government Sandalwood Oil Factory and Silk Weaving Factories, Mysore and the Palace Gajasala, Mysore, called for in this office Notification dated 18th July 1939, published on pages 1442 to 1444, Part VI of the *Mysore Gazette*, dated 27th July 1939, will be received up to 2 P.M. on 11th August 1939.

Abstract Notification dated 19th July 1939

The attention of the public is invited to the detailed notification dated 19th July 1939, regarding the sale of the right of harvesting grass crop in the several plantations of the District, published on pages 1488 and 1489, Part VI of the *Mysore Gazette*, dated 3rd August 1939.

Abstract Notification dated 19th July 1939.

The attention of the public is invited to the detailed notification dated 19th July 1939 regarding the sale of bamboos in Hunsur, Chamarajnagar and Hediyal Ranges of the Mysore [illegible] on 18th August 1939 in the District Forest Office, Mysore, published on pages 1489-1491, Part VI of the *Mysore Gazette*, dated 3rd August 1939.

Notification dated 7th August 1939.

Notice is hereby given that sealed tenders will be received at the office of the District Forest Officer, Mysore District, Mysore, up to 2 P.M. on 4th September 1939, for collecting, uprooting, rough-dressing and preparing spiked and dead sandalwood and ground-hidden roots in all the Ranges of the District and delivering the same in the Mysore Sandal Koti during the year 1939-40 as detailed in the sub-joined table :—

Serial No.	Name of Range	Quantity	Where to be carted	Remarks
		Tons.		
1	Mandya	5	Mysore Sandal Koti ..	More or less.
2	Hediyal	35		
3	Ainurmarigudi	40		
4	Begur	5		
5	Hunsur	80		
6	Chamarajnagar	55		
7	Heggaddevankote	40		
8	Gundlupet	90		
	Total ..	350		

1. The contract will be for the year ending with 30th June 1940.

2. Tenders may be submitted either separately for each Range or for any number of Ranges together and should specify the rate per ton offered separately for sandalwood and separately for ground-hidden roots.

3. Each tender must be accompanied by a deposit of Rs. 50 (rupees fifty) for each Range in currency notes as earnest money, in default of which the tender will be rejected. Covers containing tenders should be addressed to the District Forest Officer, Mysore District, Mysore, duly registered, insured and superscribed "*Tender for the collection and carting of Sandalwood and Ground-hidden Roots.*"

4. The final acceptance of any tender will rest with the Chief Conservator of Forests who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.

5. The acceptance of any tender will be duly communicated to the successful tenderer and the money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a properly stamped paper embodying the terms enumerated below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 3 *supra*.

7. The right to continue the contract for a period of three years in case the work of the contractor is satisfactory, rests with the department.

Conditions.

(*a*) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amrut Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarvamanya villages as of which, the holders are not entitled to the sandalwood either by sannads or judicial decrees.

(*b*) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.

(*c*) The collection shall be confined to dead, fallen and decaying sandal trees and to ground-hidden roots. On no account shall green and mature trees be uprooted. Axes should not, as far as possible, be used in the uprootal and rough preparation of sandalwood.

(*d*) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of whitewood and shall be carted to the Koti. Each consignment to the Koti shall be covered by a passport issued by the departmental subordinates.

(*e*) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December and the balance by 30th June 1940.

(*f*) The successful tenderer shall see that no injury is caused to the State Forest or property situated therein in the course of his operations and in the event of any such thing occurring through his negligence or of his men, he shall be made liable as per departmental rules.

(*g*) Should the collection and carting of sandalwood to the Koti be found unsatisfactory, the District Forest Officer will immediately cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.

(*h*) For the breach of any or all of the above conditions, the contractor shall forfeit the earnest money referred to in para 6 *supra* and the portion of moneys due to him for collection and carting of sandalwood made and not disbursed.

(*i*) Payment of charges shall be made as per procedure now in practice upon the sandalwood and ground-hidden roots received in the Koti and duly weighed out there and for which Koti receipt is produced. Fractions of a rupee in the totals of bills amounting to Rs. 25 or more will be rounded to the nearest rupee. The totals of bills less than Rs. 25 will be rounded to the nearest anna.

MOHAMED AHMED,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 24th July 1939.

The attention of the public is invited to the Resale Notification of date, regarding the auction sale of Minor Forest Produce of Tirthahalli Taluk and Kumsi Sub-Taluk for the remaining part of the current lease period from the date of confirmation of sale, published on page 1445, Part VI of the *Mysore Gazette*, dated 27th July 1939.

The sale will be held at the District Forest Office, Shimoga, at 2 P.M. on Monday the 14th August 1939.

Notification dated 29th July 1939.

It is notified for general information that the right of collecting tolls at the Toll-gate at Hanagere in Hanagere Range on the Hanagere-Sirigere and Shimoga-Hanagere Forest roads from the date of confirmation of sale up to end of June 1940 will be sold by public auction at Sirigere on Monday the 21st August 1939 by the Range Forest Officer, Hanagere Range. The sale will be subject to the confirmation of the District Forest Officer, Shimoga, or the Conservator of Forests, Shimoga, as the case may be.

The contractor shall pay at the close of the sale a deposit equal to two months' instalments for the due fulfilment of the contract and shall pay the balance in monthly instalments. The

amount of deposit will, if the conditions of contract are complied with, be credited towards the balance sale amount in June 1940.

For other conditions of sale, *vide* detailed Notification of this office, dated 2nd June 1939, published on pages 1096-1097, Part VI of the *Mysore Gazette*, dated 8th June 1939.

Notification dated 29th July 1939.

It is hereby notified for general information that the right of grazing in the undermentioned plantations at Shimoga, during the grazing season of the year 1939-40, will be sold by public auction on the dates and places noted against them.

Sl. No.	Name of plantation	Date and time of sale	Place of sale	Name of sale conducting Officer
1 2 3	Revenue Plantation Shimoga Sandal Kuti Compound, Shimoga. Alkola Plantation	21st August 1939, at 3 P.M.	Government Saw Mills, Shimoga.	Officer-in-charge of the Saw Mills.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay up the balance together with the Local cess at one anna per rupee, Education cess at six pies per rupee and Railway cess at three pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not however participate in any gain but will make good any loss that may be sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Act. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantations, etc., either on his part or on the part of his men, which will be dealt with under the provisions of the Mysore Forest Act. He shall deposit a sum equivalent to 10 per cent of the purchase money as security deposit for the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations will be allowed to be only cut and removed between sunrise and sunset up to the end of the period stipulated.

6. The purchaser shall not interfere with any forest operation such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

8. Interest at the rates in force will be charged on all belated payments from the date of the amount falling due.

Notification dated 5th August 1939.

The attention of the public is invited to the Resale Notification of Shimoga Division, dated 24th July 1939 regarding the auction sale of Minor Forest Produce of Thirthahalli Taluk and Kumsi Sub-Taluk for the remaining part of 1938-40, published on pages 1445, Part VI of the *Mysore Gazette*, dated 27th July 1939, and it is hereby notified that the resale will not be held on Monday the 14th August 1939, since the Khist amount has been recovered.

M. A. MUTHANNA,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 19th July 1939.

The attention of the public is invited to the detailed notification published on pages 1445 and 1446 of Part VI of the *Mysore Gazette*, dated 27th July 1939, calling for tenders for the supply of sleepers during 1939-40.

The last date for receipts of tenders is 17th August 1939.

Notification dated 30th July 1939.

It is hereby notified for general information under Section 40 of the Mysore Forest Act that the undermenticned timber found unclaimed in the following locality has been seized and kept in the custody of the person noted below. Claimants having any right to the said timber are hereby requested to furnish a statement of their claims to the undersigned, within a month from the date of publication of this notice and establish their claims, failing which the said timber will lapse to Government under Section 42 of the said Act.

Locality	Kind	Length	Girth	C.ft.	Kept in the custody of
Near Siddaramatti Kanivemane, in Markande St. Ft., Shikarpur Range.	Teak	12′—9″	4′—6″	16—0	Patel Jamal Sab of Harogoppa.
	,,	12′—1″	2′—8″	5—0	
	Total ..	2 pieces	..	21—0	

N. VENKATARAMAIYA,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 1st August 1939.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in all State Forests, Amrit Mahal Kavals and reserved lands of the undermentioned Taluks from the date of confirmation of the sale up to 30th June 1941, will be sold talukwar by the District Forest Officer, Kadur Division, as per particulars furnished below :—

The collection period is for two years from 1st July 1939 to end of June 1941.

No.	Name of taluk	Name of hobli	Date of sale	Place of sale
1	Chikmagalur ..	Lakya ..	18th August 1939 ..	District Forest Office, Chikmagalur.
		Chikmagalur ..		
		Avathi ..		
		Jagara ..		
		Ambale ..		
		Vastara ..		
		Aldur ..		
		Khandya ..		
2	Kadur ..	Kadur ..		
		Birur ..		
		Sakrepatna ..		
		Hirenallur ..		
		Yegati ..		
		Bidre ..		
3	Mudgere ..	Mudgere ..		
		Gonibid ..		
		Banakal ..		
		Balur ..		
		Kalasa ..		
4	Koppa ..	Koppa ..		
		Baggunji ..		
		Hariharpur ..		
		Kigga ..		
		Megunda ..		

2. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

5. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 25, which must be deposited in the form of currency notes.

The deposits of unsuccessful bidders will be returned immediately after the sale. Silver will not be accepted as earnest money.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, if need be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk Treasury, the entire sale amount, including the deposit already made, together with Local cess at one anna per rupee, Railway cess at six pies per rupee and Education cess at six pies per rupee, respectively. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B. If the deficit be not paid, it will be recovered as a revenue demand.

8. The lessee will deposit in Government Savings Bank Rs. 25 or one-quarter of the sale amount, whichever is less, as security for the due fulfilment of the conditions of the lease for the remaining period, which will be returned to him after the expiry of the period of lease.

9. If the sale is not confirmed, the amount paid will be refunded to the party.

10. The accepted bidder shall execute an agreement on a duly stamped paper, within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned. In default the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

11. The interest at 6¼ per cent per annum will be levied on all arrear of amounts permitted to be paid after the due dates

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the act of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the Conservator of Forests, Shimoga.

(*d*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests. Printed passes prescribed by the District Forest Officer shall be issued to cartmen under the signature of the lessee for the export of the produce.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrences of fires in Forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the lease period.

(*h*) Neither the lessee nor his servants shall enter the State Forest either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in this contract.

9 In the event of the breach of any of the above conditions the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 50.

Notification dated 1st August 1939.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned Forests of the Kadur Division for the years 1939-41 will be sold by public auction by the District Forest Officer, Kadur Division, at 2 P.M., on the dates and at the places noted below:—

Name of Range	Name of Forest	Bamboos		Place and date of sale
		Big	Small	
Koppa	Devadan State Forest	7,500	15,000	District Forest Office, Chikmagalur, on 18th August 1939.
	Basavankote do	10,000	15,000	
	Halasur do	9,500	10,000	
	Basti do	10,000	15,000	
Kadur	Doddanagudde District Forest ..	4,000	4,000	
Mudgere	Sargode State Forest	7,500	20,000	

1. Each bidder shall deposit Rs. 25 with the sale conducting officer and the deposits of the unsuccessful bidders will be returned after the sale.

2. The sale is subject to the confirmation of the Conservator of Forests who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

3. The highest bidder shall deposit twenty-five per cent of the lease amount including the deposit already made, immediately the sale is concluded together with the local, railway and education cesses at two annas per rupee on the full sale amount. If he fails to do so, the produce will be resold at his risk in which case, he shall not participate in any profit arising therefrom, but on the other hand, shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of land revenue.

4. The successful purchaser or lessee shall pay the balance of the lease amount in full within a week from the date on which the intimation of confirmation is given to him, failing which the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right resold subject to the conditions stipulated in para 3 *supra*.

5. The lessee shall sign the agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of the sale may be intimated to him; in default, the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in paras 3 and 4 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

Conditions.

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission, in writing, of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1941. No permission will be granted for any cutting and collection of bamboos after the 30th June 1941.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(*j*) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in part as the Conservator of Forests may decide and the lease liable to be cancelled.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Notification dated 1st August 1939.

It is hereby notified for general information that the right of collecting the Tupra leaves on all Government unoccupied lands, State and District Forests, Reserved lands and Plantations of the undermentioned taluks up to the end of June 1942, will be sold talukwar by the respective Range Forest Officers as per particulars given below :—

No.	Name of taluk	Date of sale	Place of sale	Remarks
1	Mudgere ..	22nd August 1939	Range Office, Mudgere.	The lease is for a period of three years from 1st July 1939. Excludes produce classed as "Village Amarayi" as well as those in Inam, Jodi, Kayamgutta, Sarvamanya and other occupied lands.
2	Koppa ..	23rd August 1939	Travellers' Bungalow, Koppa.	
3	Kadur ..	24th August 1939	Range Forest Office, Kadur.	
4	Chikmagalur ..	25th August 1939	Sandal koti, Chikmagalur.	